

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

11 JOSHUA SIMON, DAVID BARBER, and  
12 JOSUE BONILLA, individually and on behalf  
of all others similarly situated;

13 Plaintiffs,

14 v.

15 CITY AND COUNTY OF SAN FRANCISCO;  
16 and PAUL MIYAMOTO, in his official  
capacity as San Francisco Sheriff,

17 Defendants.

Case No. 4:22-cv-05541-JST

**STIPULATED PROTECTIVE ORDER**

Judge: Hon. Jon S. Tigar

19 **1. PURPOSES AND LIMITATIONS**

20 Disclosure and discovery activity in this action are likely to involve production of  
21 confidential, proprietary, or private information for which special protection from public  
22 disclosure and from use for any purpose other than prosecuting this litigation may be warranted.  
23 Accordingly, the parties hereby stipulate to and petition the Court to enter the following  
24 Stipulated Protective Order. The parties acknowledge that this Order does not confer blanket  
25 protections on all disclosures or responses to discovery and that the protection it affords from  
26 public disclosure and use extends only to the limited information or items that are entitled to  
27 confidential treatment under the applicable legal principles. The parties further acknowledge, as  
28 set forth in Section 12.3, below, that this Stipulated Protective Order does not entitle them to file

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1 confidential information under seal; Civil Local Rule 79-5 sets forth the procedures that must be  
 2 followed and the standards that will be applied when a party seeks permission from the Court to  
 3 file material under seal.

4 **2. DEFINITIONS**

5       2.1     Action: *Simon et al v. City and County of San Francisco et al.*, No. 4:22-cv-05441  
 6 (N.D. Cal.).

7       2.2     Challenging Party: a Party or Non-Party that challenges the designation of  
 8 information or items under this Order.

9       2.3     “CONFIDENTIAL” Information or Items: information (regardless of how it is  
 10 generated, stored, or maintained) or tangible things that qualify for protection under Federal Rules  
 11 of Civil Procedure 26(c).

12       2.4     Counsel: attorneys at the American Civil Liberties Union Foundation of Northern  
 13 California, Inc., Freshfields Bruckhaus Deringer US LLP, and the City and County of San  
 14 Francisco.

15       2.5     Criminal Offender Record Information: records and data compiled by criminal  
 16 justice agencies for purposes of identifying adult and juvenile criminal offenders and maintaining  
 17 as to each such offender a summary of arrests, criminal pretrial proceedings, and/or the nature and  
 18 disposition of charges, sentencing, incarceration, rehabilitation, and release in adult and juvenile  
 19 criminal cases. Criminal Offender Record Information includes information from the California  
 20 Law Enforcement Telecommunications System.

21       2.6     Designating Party: a Party or Non-Party that designates information or items that it  
 22 produces in disclosures or in responses to discovery as “CONFIDENTIAL” or “HIGHLY-  
 23 CONFIDENTIAL – ATTORNEYS’ EYES ONLY.”

24       2.7     Discovery Material: all items or information, regardless of the medium or manner  
 25 in which it is generated, stored, or maintained (including, among other things, testimony,  
 26 transcripts, and tangible things), that are produced or generated in disclosures or responses to  
 27 discovery in the Action.

28       2.8     Expert: a person with specialized knowledge or experience in a matter pertinent to  
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1 the litigation who has been retained by a Party or Counsel to serve as an expert witness or as a  
 2 non-testifying consultant in the Action.

3       2.9     “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” Information or  
 4 Items: extremely sensitive “Confidential Information or Items,” disclosure of which to another  
 5 Party or Non-Party would create a substantial risk of serious harm that could not be avoided by  
 6 less restrictive means.

7       2.10    Non-Party: any natural person, partnership, corporation, association, or other legal  
 8 entity not named as a Party to this action.

9       2.11    Party: any party to this action, including all of its officers, directors, employees,  
 10 consultants, retained experts, and Counsel (and their support staffs).

11       2.12    Producing Party: a Party or Non-Party that produces Discovery Material in the  
 12 Action.

13       2.13    Professional Vendors: persons or entities that provide litigation support services  
 14 (e.g., photocopying, videotaping, translating, preparing exhibits or demonstrations, and  
 15 organizing, storing, or retrieving data in any form or medium) and their employees and  
 16 subcontractors.

17       2.14    Protected Material: any Discovery Material that is designated as  
 18 “CONFIDENTIAL,” or as “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.”

19       2.15    Receiving Party: a Party that receives Discovery Material from a Producing Party.

20       **3.     SCOPE**

21       The protections conferred by this Stipulation and Order cover not only Protected Material,  
 22 but also (1) any information copied or extracted from Protected Material; (2) all copies, excerpts,  
 23 summaries, or compilations of Protected Material; and (3) any testimony, conversations, or  
 24 presentations by Parties or their Counsel that might reveal Protected Material. However, the  
 25 protections conferred by this Stipulation and Order do not cover the following information:

26       (a) any information that is in the public domain at the time of disclosure to a Receiving Party or  
 27 becomes part of the public domain after its disclosure to a Receiving Party as a result of  
 28 publication not involving a violation of this Order, including becoming part of the public record

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1 through trial or otherwise; and (b) any information known to the Receiving Party prior to the  
 2 disclosure or obtained by the Receiving Party after the disclosure from a source who obtained the  
 3 information lawfully and under no obligation of confidentiality to the Designating Party. Any use  
 4 of Protected Material at trial shall be governed by a separate agreement or order.

5 **4. DURATION**

6 Even after final disposition of this Action, the confidentiality obligations imposed by this  
 7 Order shall remain in effect until a Designating Party agrees otherwise in writing or a court order  
 8 otherwise directs. Final disposition shall be deemed to be the later of (1) dismissal of all claims  
 9 and defenses in this Action, with or without prejudice; and (2) final judgment herein after the  
 10 completion and exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action,  
 11 including the time limits for filing any motions or applications for extension of time pursuant to  
 12 applicable law.

13 **5. DESIGNATING PROTECTED MATERIAL**

14 **5.1 Exercise of Restraint and Care in Designating Discovery Material for Protection.**  
 15 Each Party or Non-Party that designates information or items for protection under this Order must  
 16 take care to limit any such designation to specific material that qualifies under the appropriate  
 17 standards. The Designating Party must designate for protection only those parts of Discovery  
 18 Material that qualify so that other portions of the Discovery Material for which protection is not  
 19 warranted are not swept unjustifiably within the ambit of this Order.

20 Mass, indiscriminate, or routinized designations are prohibited. Designations that are  
 21 shown to be clearly unjustified or that have been made for an improper purpose (e.g., to  
 22 unnecessarily encumber or retard the case development process or to impose unnecessary  
 23 expenses and burdens on other parties) expose the Designating Party to sanctions.

24 If it comes to a Designating Party's attention that information or items that it designated  
 25 for protection do not qualify for protection at all or do not qualify for the level of protection  
 26 initially asserted, that Designating Party must promptly notify all other Parties that it is  
 27 withdrawing the inapplicable designation.

28 **5.2 Any Party or Non-Party May Designate Discovery Material.** Any Party or Non-  
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1 Party may designate Discovery Material disclosed or produced by a Non-Party as  
 2 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” pursuant  
 3 to this Order by so indicating in writing within 21 days after receipt of said Discovery Material by  
 4 all Parties and providing an identification by relevant document numbers or other means of  
 5 identifying the Discovery Material to be so designated. All such Discovery Material shall be  
 6 treated as Protected Material under this Order until received by all Parties, and for the 21-day  
 7 period thereafter within which such any Party or Non-Party may designate the materials as  
 8 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.”

9       5.3     Manner and Timing of Designations. Except as otherwise provided in this Order,  
 10 or as otherwise stipulated or ordered, Discovery Material that qualifies for protection under this  
 11 Order must be clearly so designated before the material is disclosed or produced.

12       Designation in conformity with this Order requires:

13           (a)     for information in documentary form (e.g., paper or electronic documents,  
 14 but excluding transcripts of depositions or other pretrial or trial proceedings), that the Producing  
 15 Party affix the legend “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’  
 16 EYES ONLY” to each page that contains protected material.

17       A Party or Non-Party that makes original documents or materials available for  
 18 inspection need not designate them for protection until after the inspecting Party has indicated  
 19 which material it would like copied and produced. During the inspection and before the  
 20 designation, all material made available for inspection shall be deemed “HIGHLY  
 21 CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” After the inspecting Party has identified the  
 22 documents or materials it wants copied and produced, the Producing Party must determine which  
 23 documents or materials, or portions thereof, qualify for protection under this Order. Then, before  
 24 producing the specified documents, the Producing Party must affix the “CONFIDENTIAL” or  
 25 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” legend to each page that contains  
 26 Protected Material.

27           (b)     for testimony given in deposition or in other pretrial proceedings, that the  
 28 Designating Party invoke on the record (before the deposition, hearing, or other proceeding is

1 concluded) a right to have up to 21 days after the Designating Party receives a certified transcript  
 2 to identify the specific portions of testimony as to which protection is sought.

3               Pages of transcribed deposition testimony or exhibits to depositions that reveal  
 4 Protected Material must be separately bound by the court reporter and may not be disclosed to  
 5 anyone except as permitted under this Stipulated Protective Order. The Designating Party shall  
 6 inform the court reporter of these requirements.

7               The use of any Protected Material as an exhibit at a deposition shall not in any way  
 8 affect its designation as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’  
 9 EYES ONLY.”

10               (c) for information produced in some form other than documentary and for any  
 11 other tangible items, that the Producing Party affix in a prominent place on the exterior of the  
 12 container or containers in which the information or item is stored the legend “CONFIDENTIAL”  
 13 or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” and mark Protected Material  
 14 contained in the container as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –  
 15 ATTORNEYS’ EYES ONLY” to the extent practicable. If only a portion or portions of the  
 16 information or item warrant protection, the Producing Party, to the extent practicable, shall  
 17 identify the protected portion(s).

18               5.4 Inadvertent Failure to Designate. If timely corrected, an inadvertent failure to  
 19 designate qualified Discovery Material does not, standing alone, waive the Designating Party’s  
 20 right to secure protection under this Order for such material. Upon timely written correction of a  
 21 designation, the Receiving Party must make reasonable efforts to assure that the Discovery  
 22 Material is treated in accordance with the provisions of this Order. The Receiving Party shall also  
 23 use commercially reasonable efforts to ensure that any derivative work generated by or on behalf  
 24 of the Receiving Party before such re-designation, including analyses, memoranda, or notes that  
 25 were generated based upon or quote from such Discovery Material, shall immediately be treated  
 26 in conformity with such re-designation.

27               6. **CHALLENGING CONFIDENTIALITY DESIGNATIONS**

28               6.1 Timing of Challenges. Any Party or Non-Party may challenge a designation of  
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1 confidentiality at any time. Unless a prompt challenge to a Designating Party's confidentiality  
 2 designation is necessary to avoid foreseeable, substantial unfairness; unnecessary economic  
 3 burdens; or a significant disruption or delay of the litigation, a Party does not waive its right to  
 4 challenge a confidentiality designation by electing not to mount a challenge promptly after the  
 5 original designation is disclosed.

6         6.2     Meet and Confer. The Challenging Party shall initiate the dispute resolution  
 7 process by providing written notice of each designation it is challenging and describing the basis  
 8 for each challenge. To avoid ambiguity as to whether a challenge has been made, the written  
 9 notice must recite that the challenge to confidentiality is being made in accordance with this  
 10 specific section of the Protective Order. The parties shall attempt to resolve each challenge in  
 11 good faith and must begin the process by conferring directly (in voice-to-voice dialogue; other  
 12 forms of communication are not sufficient) within 14 days of the date of service of notice. In  
 13 conferring, the Challenging Party must explain the basis for its belief that the confidentiality  
 14 designation was not proper and must give the Designating Party an opportunity to review the  
 15 designated material, to reconsider the circumstances, and, if no change in designation is offered,  
 16 to explain the basis for the chosen designation. A Challenging Party may proceed to the next  
 17 stage of the challenge process only if it has engaged in this meet and confer process first or  
 18 establishes that the Designating Party is unwilling to participate in the meet and confer process in  
 19 a timely manner.

20         6.3     Judicial Intervention. If the parties cannot resolve a challenge without court  
 21 intervention, the Designating Party shall file and serve a motion to retain confidentiality under  
 22 Civil Local Rule 7 (and in compliance with Civil Local Rule 79-5, if applicable) within 21 days  
 23 of the initial notice of challenge or within 14 days of the parties agreeing that the meet and confer  
 24 process will not resolve their dispute, whichever is earlier. Each such motion must be  
 25 accompanied by a competent declaration affirming that the movant has complied with the meet  
 26 and confer requirements imposed in Section 6.2. Unless otherwise agreed by the parties, failure  
 27 by the Designating Party to make such a motion, including the required declaration, within 21  
 28 days (or 14 days, if applicable) shall automatically waive the confidentiality designation for each

1 challenged designation. In addition, the Challenging Party may file a motion challenging a  
 2 confidentiality designation at any time if there is good cause for doing so, including a challenge to  
 3 the designation of a deposition transcript or any portions thereof. Any motion brought pursuant to  
 4 this provision must be accompanied by a competent declaration affirming that the movant has  
 5 complied with the meet and confer requirements imposed by Section 6.2.

6         The burden of persuasion in any such challenge proceeding shall be on the Designating  
 7 Party. Frivolous challenges, and those made for an improper purpose (e.g., to harass or impose  
 8 unnecessary expenses and burdens on other parties) may expose the Challenging Party to  
 9 sanctions. Unless the Designating Party has waived the confidentiality designation by failing to  
 10 file a motion to retain confidentiality as described above, all parties shall continue to afford the  
 11 material in question the level of protection to which it is entitled under the Producing Party's  
 12 designation until the Court rules on the challenge.

13         **7. ACCESS TO AND USE OF PROTECTED MATERIAL**

14         7.1         **Basic Principles.** A Receiving Party may use Protected Material that is disclosed or  
 15 produced by another Party or by a Non-Party in connection with this Action only for prosecuting,  
 16 defending, or attempting to settle the Action. Such Protected Material may be disclosed only to  
 17 the categories of persons and under the conditions described in this Order. When the Action has  
 18 been terminated, a Receiving Party must comply with the provisions of Section 13 below.

19         Protected Material must be stored and maintained by a Receiving Party at a location and  
 20 in a secure manner that ensures that access is limited to the persons authorized under this Order.

21         7.2         **Disclosure of “CONFIDENTIAL” Discovery Material.** Unless otherwise ordered  
 22 by the Court or permitted in writing by the Designating Party, a Receiving Party may disclose any  
 23 Discovery Material designated “CONFIDENTIAL” only to:

24                 (a)         the Receiving Party's Counsel in this Action, as well as employees,  
 25 contractors, and agents of said Counsel who said Counsel has ensured are bound by this Order  
 26 and to whom it is reasonably necessary to disclose the information for this Action;

27                 (b)         the officers, directors, and employees of the Receiving Party and individual  
 28 Receiving Parties to whom disclosure is reasonably necessary for this litigation and who have  
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1 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

2 (c) Experts (as defined in this Order) of the Receiving Party to whom  
3 disclosure is reasonably necessary for this litigation and who have signed the “Acknowledgment  
4 and Agreement to Be Bound” (Exhibit A);

5 (d) the Court and its personnel;

6 (e) any mediator or settlement officer, and their support staff, mutually agreed  
7 upon by any of the Parties engaged in settlement discussions;

8 (f) court reporters, videographers, and their staff;

9 (g) professional jury or trial consultants, mock jurors, and Professional  
10 Vendors to whom disclosure is reasonably necessary for this litigation and who have signed the  
11 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

12 (h) during their depositions, witnesses, as well as their attorneys, in the Action,  
13 to whom disclosure is reasonably necessary, provided: (1) the witnesses have signed the  
14 “Acknowledgment and Agreement to Be Bound” (Exhibit A); and (2) the witnesses will not be  
15 permitted to keep a copy of the Protected Material, unless otherwise agreed by the Designating  
16 Party or ordered by the Court; and

17 (i) the author or recipient of a document containing the information or a  
18 custodian or other person who otherwise possessed or knew the information.

19 **7.3 Disclosure of “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”**

20 Discovery Material. Unless otherwise ordered by the court or permitted in writing by the  
21 Designating Party, a Receiving Party may disclose any Discovery Material designated “HIGHLY  
22 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” only to:

23 (a) the Receiving Party’s Counsel in this Action, as well as employees of said  
24 Counsel to whom it is reasonably necessary to disclose the information for this Action and who  
25 have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

26 (b) Experts of the Receiving Party (1) to whom disclosure is reasonably  
27 necessary for this litigation and (2) who have signed the “Acknowledgment and Agreement to Be  
28 Bound” (Exhibit A);

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(c) the court and its personnel;

- (d) court reporters and their staff, professional jury or trial consultants, mock jurors, and Professional Vendors to whom disclosure is reasonably necessary for this litigation and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A); and
- (e) the author or recipient of a document containing the information or a custodian or other person who otherwise possessed or knew the information.

**8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN  
OTHER LITIGATION**

If a Party is served with a subpoena or a court order issued in other litigation that compels disclosure of any information or items designated in this Action as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY,” that Party must:

(a) promptly notify in writing the Designating Party. Such notification shall include a copy of the subpoena or court order;

(b) promptly notify in writing the party who caused the subpoena or order to issue in the other litigation that some or all of the material covered by the subpoena or order is subject to this Protective Order. Such notification shall include a copy of this Stipulated Protective Order; and

(c) cooperate with respect to all reasonable procedures sought to be pursued by the Designating Party whose Protected Material may be affected.

If the Designating Party timely seeks a protective order, the Party served with the subpoena or court order shall not produce the Protected Material before a determination by the court from which the subpoena or order issued, unless the Party has obtained the Designating Party's permission. The Designating Party shall bear the burden and expense of seeking protection in that court of its confidential material. Nothing in these provisions should be construed as authorizing or encouraging a Receiving Party in this Action to disobey a lawful directive from another court.

9. **A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE PRODUCED IN  
THIS ACTION**

(a) The terms of this Order are applicable to information produced by a Non-Party in this Action and designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” Such information produced by Non-Parties in connection with this Action is protected by the remedies and relief provided by this Order. Nothing in these provisions should be construed as prohibiting a Non-Party from seeking additional protections.

(b) In the event that a Party is required, by a valid discovery request, to produce a Non-Party's confidential information in its possession, and the Party is subject to an agreement with the Non-Party not to produce the Non-Party's confidential information, then the Party shall:

1) promptly notify in writing the Requesting Party and the Non-Party that some or all of the information requested is subject to a confidentiality agreement with a Non-Party;

2) promptly provide the Non-Party with a copy of the Stipulated Protective Order in this litigation, the relevant discovery request(s), and a reasonably specific description of the information requested; and

- 3) if requested by the Non-Party, make the information at issue available for inspection.

(c) If the Non-Party fails to object or seek a protective order from this court within 14 days of receiving the notice and accompanying information, the Receiving Party may produce the Non-Party's confidential information responsive to the discovery request. If the Non-Party timely seeks a protective order, the Receiving Party shall not produce any information in its possession or control that is subject to the confidentiality agreement with the Non-Party before a determination by the Court. Absent a court order to the contrary, the Non-Party shall bear the burden and expense of seeking protection in this Court of its Protected Material.

## 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected Material to any person or in any circumstance not authorized under this Stipulated Protective Order, the Receiving Party must immediately (a) notify in writing the Designating Party of the unauthorized disclosures and to whom such unauthorized disclosures were made, (b) use its best

1 efforts to retrieve all unauthorized copies of the Protected Material, (c) inform the person or  
 2 persons to whom unauthorized disclosures were made of all the terms of this Order, and  
 3 (d) request such person or persons to execute the “Acknowledgment and Agreement to Be  
 4 Bound” that is attached hereto as Exhibit A.

5 **11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**  
 6 **PROTECTED MATERIAL**

7 The inadvertent disclosure of Discovery Material that a Producing Party believes is  
 8 subject to attorney-client privilege, work product protection, or any other privilege, immunity, or  
 9 protection shall not, by itself, constitute a waiver or estoppel of any such privilege, immunity, or  
 10 protection.

11 When a Producing Party gives notice to Receiving Parties that certain inadvertently  
 12 produced material is subject to a claim of privilege or other protection, the obligations of the  
 13 Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). Any  
 14 challenge to a claim of privilege or other protection or immunity under this section must be made  
 15 promptly. This provision is not intended to modify whatever procedure may be established in an  
 16 e-discovery order that provides for production without prior privilege review. This Order shall be  
 17 interpreted to provide the maximum protection allowed by Federal Rule of Evidence 502(d)–(e).

18 **12. MISCELLANEOUS**

19 12.1 Right to Further Relief. Nothing in this Stipulation and Order abridges the right of  
 20 any person to seek its modification by the Court in the future.

21 12.2 Right to Assert Other Objections. By stipulating to the entry of this Protective  
 22 Order, no Party waives any right it otherwise would have to object to disclosing or producing any  
 23 information or item on any ground not addressed in this Stipulated Protective Order. Similarly, no  
 24 Party waives any right to object on any ground to use in evidence of any of the material covered  
 25 by this Protective Order.

26 12.3 Filing Protected Material. A Party may not file in the public record in this Action  
 27 any Protected Material without written permission from the Designating Party or a court order  
 28 secured after appropriate notice to all interested persons. A Party that seeks to file under seal any  
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1 Protected Material must comply with Civil Local Rule 79-5. Protected Material may only be filed  
 2 under seal pursuant to a court order authorizing the sealing of the specific Protected Material at  
 3 issue. Pursuant to Civil Local Rule 79-5, a sealing order will issue only upon a request  
 4 establishing that the Protected Material at issue is privileged, protectable as a trade secret, or  
 5 otherwise entitled to protection under the law. If a Receiving Party's request to file Protected  
 6 Material under seal pursuant to Civil Local Rule 79-5 is denied by the Court, then the Receiving  
 7 Party may file the information in the public record pursuant to Civil Local Rule 79-5 unless  
 8 otherwise instructed by the Court.

9 **13. FINAL DISPOSITION**

10 Within 60 days after the final disposition of this Action, as defined in Section 4, each  
 11 Receiving Party must return all Protected Material to the Producing Party or destroy such  
 12 material. As used in this subdivision, "all Protected Material" includes all copies, abstracts,  
 13 compilations, summaries, and any other format reproducing or capturing any of the Protected  
 14 Material. Whether the Protected Material is returned or destroyed, the Receiving Party must  
 15 submit a written certification to the Producing Party (and, if not the same person or entity, to the  
 16 Designating Party) by the 60 day deadline that (1) identifies (by category, where appropriate) all  
 17 the Protected Material that was returned or destroyed and (2) affirms that the Receiving Party has  
 18 not retained any copies, abstracts, compilations, summaries or any other format reproducing or  
 19 capturing any of the Protected Material. Notwithstanding this provision, Counsel are entitled to  
 20 retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing transcripts,  
 21 legal memoranda, correspondence, deposition and trial exhibits, expert reports, attorney work  
 22 product, and consultant and expert work product, even if such materials contain Protected  
 23 Material. Any such archival copies that contain or constitute Protected Material remain subject to  
 24 this Order as set forth in Section 4.

25 **14. CRIMINAL RECORD INFORMATION**

26 To facilitate Defendants' review and production of documents, pursuant to Cal. Code  
 27 Regs. tit. 11, § 703(b) and 5 U.S.C. § 552a(b)(11), the departments of the City and County of San  
 28 Francisco—including, without limitation, the San Francisco Police Department and San Francisco

1 Sheriff's Office—are directed to provide the San Francisco City Attorney's Office and its  
 2 designated agents, access to: (1) materials containing Criminal Offender Record Information; and  
 3 (2) adult and juvenile criminal records maintained by the San Francisco Police Department and  
 4 San Francisco Sheriff's Office.

5       None of the parties' objections and responses to objections with respect to production of  
 6 materials containing Criminal Offender Record Information are waived.

7       Nothing in this Order obligates Defendants to produce any particular documents  
 8 containing Criminal Offender Record Information.

9       Should a party agree to produce documents containing Criminal Offender Record  
 10 Information, or should the Court order either party to do so at a later time, such disclosure to the  
 11 Court and the parties is authorized pursuant to this Court's authority under the Federal Rules of  
 12 Civil Procedure, Cal. Code Regs. tit. 11, § 703(b), California Penal Code §§ 11105(c)(7) and  
 13 13300(c)(7), and 5 U.S.C. § 552a(b)(11).

14       Any documents containing Criminal Offender Record Information that are produced in  
 15 this litigation shall be subject to the protections afforded to Protected Material under this Order  
 16 and shall be designated as such.

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18       IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

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1 Dated: February 27, 2024

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38 FRANCISCO, and PAUL MIYAMOTO,  
39 IN HIS OFFICIAL CAPACITY AS SAN  
40 FRANCISCO SHERIFF

41 STIPULATED PROTECTIVE ORDER  
42 4:22-cv-05541-JST

## **ATTESTATION**

Pursuant to Civil Local Rule 5-1(i)(3), I hereby attest under penalty of perjury that the signatories above have concurred in the filing of this document.

/s/ Eunice Leong

Eunice Leong

1 PURSUANT TO STIPULATION AND FOR GOOD CAUSE SHOWN, **IT IS SO**  
2 **ORDERED.**

3  
4 Dated: \_\_\_\_\_  
5

6 By: \_\_\_\_\_  
7 Hon. Jon S. Tigar  
8 United States District Court Judge  
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## EXHIBIT A

## **ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

I, \_\_\_\_\_ [print or type full name] of \_\_\_\_\_  
[print or type full address], declare under  
o<sup>W</sup>y of perjury that I have read in its entirety and understand the Stipulated Protective Order  
as issued by the United States District Court for the Northern District of California in the  
f *Simon et al. v. City and County of San Francisco et al.*, No. 4:22-cv-05541-JST. I agree to  
y with and to be bound by all the terms of this Stipulated Protective Order and I understand  
knowledge that failure to so comply could expose me to sanctions and punishment in the  
of contempt. I solemnly promise that I will not disclose in any manner any information or  
that is subject to this Stipulated Protective Order to any person or entity except in strict  
iance with the provisions of this Order.

13 I further agree to submit to the jurisdiction of the United States District Court for the  
14 Northern District of California for the purpose of enforcing the terms of this Stipulated Protective  
15 Order, even if such enforcement proceedings occur after termination of this action.

16 I hereby appoint \_\_\_\_\_ [print or type full name] of  
17 \_\_\_\_\_ [print or type full address and  
18 telephone number] as my California agent for service of process in connection with this action or  
19 any proceedings related to enforcement of this Stipulated Protective Order.

21 || Date:

22 City and state where sworn and signed:

23 Printed name:

24 || Signature: